

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

April 20, 2015

Lynn Aaron Dennison
dba Dennison Excavating
390 South 600 East
Mount Pleasant, Utah 84647

Subject: Permit to Commence Small Mine Activities, Lynn Aaron Dennison dba Dennison Excavating, Tom Fassio Property Project, S/039/0038, Sanpete County, Utah

Dear Mr. Dennison:

The Division of Oil, Gas and Mining finds your Notice of Intention to Commence Small Mining Operations (Notice) complete and approves the reclamation surety for the Tom Fassio Property mine. The reclamation surety amount is escalated until 2018. You are now permitted to conduct mining activities as outlined in the Notice provided you have approval from all other appropriate agencies. The approval or acceptance of a complete notice of intention does not relieve an operator from his responsibility to comply with the applicable statutes, rules, regulations, and ordinances of all local, state and federal agencies with jurisdiction over any aspect of the operator's mining operations. Enclosed please find a copy of the reclamation contract and stamped approved Notice.

Please keep in mind the following regulatory requirements:

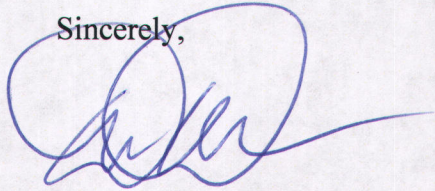
- Stockpiling topsoil material prior to beginning activities will help ensure successful revegetation. Even the first few inches of undeveloped material is worth saving to aid in later revegetation efforts, and future regulatory surety release.
- If you encounter any archaeological or historical items, you are asked to notify this office and the Division of State History.
- Permit fees and annual reports are due by January 31st.



Page 2 of 2
Lynn Aaron Dennison
S/039/0038
April 20, 2015

The Division's web page at <http://ogm.utah.gov> under the Mining Program has a link to the rules under which you are expected to operate and to other information to assist you in complying with program requirements. Thank you for your cooperation. In reply, please refer to file number S/039/0038. Please contact Peter Brinton at 801-538-5258 or Paul Baker at 801-538-5261 if you have questions or concerns regarding this approval.

Sincerely,



Dana Dean, P.E.
Associate Director, Mining

DD:pnb:pb
Enclosure: Copy of RC & surety forms
Copy of approved NOI
cc: Tom Fassio, landowner (2628 Sherwood Drive, Salt Lake City, UT 84108)
Scott Olsen, Sanpete County (solsen@sanpetecounty-ut.gov)
O:\M039-Sanpete\S0390038-TomFassioMine\final\APVL-6523-03312015.docx

Assigned DOGM File No.: S/O 39/6038

DOGM Lead: Peter Brinton

Permit Fee \$ _____ Ck# _____

Task ID# 6523

RECEIVED E-Mail

MAR 04 2015

Div. of Oil, Gas & Mining

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES

DIVISION OF OIL, GAS AND MINING

1594 West North Temple Suite 1210

Box 145801

Salt Lake City, Utah 84114-5801

Telephone: (801) 538-5291 Fax: (801) 359-3940

APPROVED

APR 15 2015

DIV. OIL GAS & MINING

NOTICE OF INTENTION TO COMMENCE SMALL MINING OPERATIONS

The information requirements of this form are based on provisions of the Mined Land Reclamation Act, Title 40-8, Utah Code Annotated 1987, and the General Rules as promulgated under the Utah Minerals Regulatory Program (R647). The rules and Act are available online at <http://www.rules.utah.gov/publicat/code/r647/r647.htm> and http://le.utah.gov/~code/TITLE40/40_08.htm.

Cultural Resources Survey: To fulfill its obligations under Utah Code Annotated 9-8-404, the Division needs cultural resource (archaeology) information. The amount and type of information required will depend on the mine location, the history of previous disturbance, and other factors. Please contact the Division for further information.

A permit fee of \$150 must accompany this application (Utah Code Ann. §40-8-7(1)(i)) and is due annually.

"Small Mining Operations" are operations which have a disturbed area of ten or fewer surface acres at any time in unincorporated areas, or five acres or fewer in incorporated areas.

I. **GENERAL INFORMATION** (Rule R647-3-104)

1. Name of Mine: Tom Fassio Property Mine
- 2.A. Name of Entity Applying for a Permit: Dennison Excavating
- Contact (Authorized Officer): Lynn (Aaron) Dennison
- Mailing Address: PO Box 251
- City, State, Zip: Mount Pleasant, UT 84647
- Phone: (435) 262-2384 Fax: _____
- E-mail Address: dennisontransporting@yahoo.com

Entity is a: () Corporation, () LLC, (☒) Sole Proprietorship (dba), () Individual, () Partnership (☐ General, or ☐ limited), () Other (specify type) _____

Business Entity (not individuals) must be registered (and maintain registration) with the State of Utah, Division of Corporations (DOC) If not currently registered, contact www.commerce.utah.gov to renew or apply.

- 2.B. Are you currently registered to do business in the State of Utah? () Yes () No

Business Entity #: 9031653-0151

Local Business License #: 4425 (if required)

Issued by: County: Sanpete or City: Mt. Pleasant

Registered Utah Agent (as identified with the Utah DOC) (if individual leave blank):

Name: Aaron Dennison Title: Owner

Address: 390 south 600 east

City, State, Zip: Mt. Pleasant, UT 84647

Phone: (435) 262-2384 Fax: _____

E-mail Address: dennisontransporting@yahoo.com

2.C. Entity's Representative(s) (if different from #2A) authorized and designated to receive notices of violation, cessation orders, and all other notices to be given to the permittee or operator by the Division.

Name: Candice Dennison Title: Secretary General
 Address: 390 south 600 east
 City, State, Zip: Mt. Pleasant, UT 84647
 Phone: (435)262-7175 Fax: _____
 Emergency, Weekend, or Holiday Phone: _____
 E-mail Address: candmarie_d@yahoo.com

RECEIVED E-Mail

MAR 04 2015

Div. of Oil, Gas & Mining

Name: _____ Title: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 Emergency, Weekend, or Holiday Phone: _____
 E-mail Address: _____

APPROVED

APR 15 2015

DIV. OIL GAS & MINING

3. If Business is a Sole Proprietor (dba) or Individual:

Name of Owner: Lynn (Aaron) Dennison Title: Owner / Operator
 Business Address: 390 south 600 east
 City, State, Zip: Mt. Pleasant, UT 84647
 Phone: (435) 262-2384 Fax: _____
 E-mail Address: dennisontransporting@yahoo.com

If Business is a Corporation:

Name of Officers: _____ Title: _____
 Name: _____ Title: _____
 Name: _____ Title: _____
 Name: _____ Title: _____
 Headquarters Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 E-mail Address: _____

If Business is a Limited Liability Company: Member Managed (☐) Manager Managed (☐)

Name of 1st Member/Manager: _____ Title: _____
 Business Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 E-mail Address: _____
 Name of 2nd Member/Manager: _____ Title: _____
 Business Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 E-mail Address: _____

If Business is a Partnership:

Names of Partners: _____
 Business Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 E-mail Address: _____

If Business is a Partnership:

Names of Partners: _____
 Business Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 E-mail Address: _____

RECEIVED E-Mail

MAR 05 2015

APPROVED

APR 15 2015

5. **Ownership of Land Surface:**

Private (Fee) ☒ BLM ☐ US Forest Service ☐
State Trust Land/School Sections ☐ State Sovereign Lands ☐
Other (please describe): _____

DIV. OIL GAS & MINING

Name Tom Fassio Address 2628 Sherwood Drive Salt Lake City, UT 84108
Name _____ Address _____
Name _____ Address _____
Name _____ Address _____

6. **Ownership of Minerals:**

Private (Fee) ☐ BLM ☐ US Forest Service ☐
State Trust Land/School Sections ☐ State Sovereign Lands ☐
Other (please describe): _____

Name Tom Fassio Address 2628 Sherwood Drive Salt Lake City, UT 84108
Name _____ Address _____
Name _____ Address _____
Name _____ Address _____

BLM Claim Number(s): NAUtah State Lease Number(s): NABLM/USFS Lease or Project File Number(s): NA

Name of Lessee(s): _____

7. **Have the above surface and mineral owners been notified in writing?** Yes _____ No X
If no, why not? Mineral owner and business owner have made a verbal agreement.

8. **Does the Entity have legal right to enter** and conduct mining operations on the land covered by this notice? Yes X No _____

What is the pre-mining land use, i.e. cropland, grazing, wildlife habitat? Grazing / Dumped rockWhat is the postmining land use? Grazing / Some rock removed

*Please be advised that if State Trust Lands are involved, notification to the Division of Oil, Gas and Mining alone does not satisfy the notification requirements of Mineral Leases upon State Trust Lands. Exploration or mining activity on State Trust Lands requires a minimum of 60 days notice to the Trust Lands Administration **prior** to commencing any activities. Please contact the School Institutional Trust Lands Administration (SITLA) at (801) 538-5508 for notification requirements.*

II. PROJECT LOCATION & MAP (Rule R647-3-105)1. **Project Location & Map** (legal description):

County(ies): _____

1/4, of NW 1/4, of SE 1/4, Section: 2 Township: 15S Range: 4E

1/4, of _____ 1/4, of _____ 1/4, Section: _____ Township: _____ Range: _____

1/4, of _____ 1/4, of _____ 1/4, Section: _____ Township: _____ Range: _____
UTM East: 462319 (if known) UTM North: 4377016 (If known)
Name of Quad Map for Location: Not Required

APR 15 2015

2. **Is the project within an incorporated area?** (☒) Yes (☐) No

If yes, what is the town or city? Mt. Pleasant

3. **Location and Operations maps** must be plotted at a scale to accurately identify locational landmarks and operations details. All maps must include a north arrow, scale, appropriate labels, and title box including the mine name, township, range and section.

a. The **general location map** must be the scale of a USGS 7.5 minute series map or equivalent (1"=2000') and identify new or existing access roads.

b. The **operations map** (1"=200' or other scale as determined necessary by the Division) must be labeled and identify:

i. The area to be disturbed;

ii. The location of any existing or proposed operations including access roads, drill holes, trenches, pits, shafts, cuts, or other planned activities; and

iii. Any adjacent previous disturbance for which the operator is not responsible.

(Contact the Division for a list of consultants and land surveyors for mapping assistance.)

RECEIVED E-Mail

MAR 04 2015

Div. of Oil, Gas & Mining

4. The proposed (5 acre or less) disturbed area (including access/haul roads) should be marked ON THE GROUND with metal T-Posts (or with some other marker of equal effectiveness). Markers should be appropriately spaced so that the next marker in either direction is clearly visible with the naked eye.

III. **OPERATION PLAN** (Rule R647-3-106)

1. **Type of mining:** Surface (☒) Underground (☐)

2. **Mineral(s) to be mined:** Landscape boulders

3. **Amount of material** to be extracted, moved, or proposed to be moved: Estimated 800 tons

4. Will any **water, liquid chemicals, reagents, or other solutions** be used, produced or discharged as part of the mining or milling process? Yes (☐) No (☒) If yes, please describe (add extra pages if needed):

5. Provide a brief **description of the proposed mining operation**, and onsite processing facilities (add extra pages if necessary). Removing surface rock that was previously dumped in wash. Cleaning up property for owner. Taking most rock (2ft-4ft rocks only), and leaving the rest. I commit to re-slope the mined area as I go.

6. (☒) **New Road(s):** Length 600 (ft), Width 10 (ft)

7. (☐) **Improved Road(s):** Describe improvements that need to be made to existing roads to access the site, including the Length _____ (ft) and Width _____ (ft) of new disturbances.

8. Total project surface **acreage to be disturbed:** Less than 1 (acres) PLEASE SPECIFY **EXACT** ACREAGE (this will be used to determine surety bond amount – see #VI).

9. Proposed **startup date** (month, year): March 2015

10. Proposed **completion**, if known (month, year): March 2017

APPROVED

APR 15 2015

IV. OPERATION AND RECLAMATION PRACTICES (Rule R647-3-107, 108 & 109)

DIV. OIL GAS & MINING

The reclamation and operation obligation is to keep the area clean and safe, minimize hazards to public safety, return the land to a useful condition, and reestablish at least 70 percent of the premining vegetative ground cover or within practical limits. To accomplish this, the Permittee / Operator will need to perform reclamation concurrently, or at the completion (within one (1) year) of mining. Please refer to The Practical Guide to Reclamation in Utah, available at:

https://fs.ogm.utah.gov/pub/MINES/Coal_Related/RecMan/Reclamation_Manual.pdf.

1. *Keep the mining operation in a safe, clean, and environmentally stable condition.*
2. *Permanently seal all shafts and tunnels to prevent unauthorized or accidental entry.*
3. *Plug drill holes with a five foot cement surface plug. Holes that encounter fluids are to be plugged in the subsurface to prevent aquifer contamination.*
4. *Construct berms, fences, or barriers, when needed, above highwalls and excavations.*
5. *Remove, isolate, or neutralize all toxic materials in a manner compatible with federal and state regulations.*
6. *Remove all waste or debris from stream channels.*
7. *Dispose of any trash, scrap metal, wood, machinery, and buildings.*
8. *Conduct mining activities so as to minimize erosion and control sediment.*
9. *Reclaim all roads that are not part of a permanent transportation system.*
10. *Stockpile topsoil and suitable overburden prior to mining.*
11. *Stabilize highwalls by backfilling or rounding to 45 degrees or less, where feasible; reshape the land to near its original contour, and redistribute the topsoil and suitable overburden.*
12. *Properly prepare seedbed to a depth of six inches by pocking, ripping, discing, or harrowing. Leave the surface rough.*
13. *Reseed disturbed areas with adaptable species. (The Division recommends a mixture of species of grass, forb, and browse seed, and will provide a specific species list if requested.)*
14. *Plant the seed with a rangeland or farm drill, or broadcast the seed. Fall is the preferred time to seed.*

RECEIVED E-Mail

MAR 04 2015

Div. of Oil, Gas & Mining

V. **VARIANCE REQUEST** (Rule R647-3-110)

Any variance must be approved writing in advance by the Division

Any planned deviations from Rules R647-3-107, Operation Practices, R647-3-108, Hole Plugging Requirements, or R647-3-109, Reclamation Practices, as summarized above (see IV. Operation and Reclamation Practices Item # 1-14), should be identified below listing applicable rule number. Give justification for the variance(s) and alternate methods or measures to be utilized to meet the intent of the rule. Written approval from the Division will be given, if the proposed alternative methods to be used are consistent with the Act

Are variances being requested? Yes (☐) No (☒)

Variance Requested

Item # _____ Applicable Rule _____

Justification: _____

Alternate methods or measure to be utilized: _____

Attach additional page(s) if more variances are requested.

VI. **SURETY** (Utah Code Ann. §40-8-7(1)[c])

A reclamation contract and surety must be provided to and approved by the Division prior to commencement of operations. No surface disturbance is authorized until the surety is posted and approved in writing. The surety may be provided in the form of a certificate of deposit, a letter of credit, a surety bond, or cash. Please contact the Division for further information about submitting the surety. All mining operations are required to furnish and maintain reclamation surety to guarantee that the land affected is reclaimed (Utah Code Ann. §40-8-7(1)[c]).

The reclamation surety amount is based on the nature, extent and duration of operations. The amounts are based on data from current large mine surety and are used as a general guide, along with actual site conditions. Reclamation surety for small mines is reviewed every three (3) or five (5) years and adjusted as necessary for inflation/deflation based upon acceptable Costs Index. **Contact the Division for the dollar amount required for a three (3) or five (5) year period for this project.**

RECEIVED E-Mail

MAR 04 2015

Div. of Oil, Gas & Mining

APPROVED

APR 15 2015

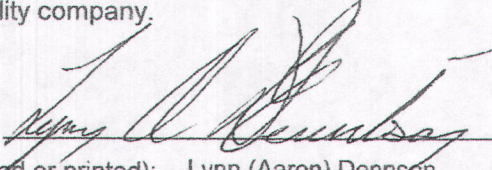
DIV. OIL GAS & MINING

VII. SIGNATURE REQUIREMENT

CERTIFICATION

I state under penalty of perjury under the laws of the state of Utah and the United States of America that:

- a. I have read this form and declare the information, statements and/or documentation are true, correct and complete to the best of my knowledge and belief; AND
- b. I commit to the reclamation of the aforementioned small mining project as required by the Utah Mined Land Reclamation Act (40-8) and the rules as specified by the Board of Oil, Gas and Mining.
- c. **This certification must be signed by:** (1.) an executive officer if the applicant is a corporation; (2.) a partner if applicant is a partnership (general or limited); (3.) the owner if applicant is a sole proprietorship; or (4.) the member or manager if applicant is a limited liability company.

Signature:  Date: 3/3/2015
Name (typed or printed): Lynn (Aaron) Dennison
Title/Position (if applicable): Owner / Operator

O:\FORMS\Notices\lmr-smo-07252012.doc

RECEIVED E-Mail

MAR 04 2015

Div. of Oil, Gas & Mining

APPROVED

APR 15 2015

DIV. OIL GAS & MINING

Legend

 Disturbance Boundary **< 1 acre**

Notes:

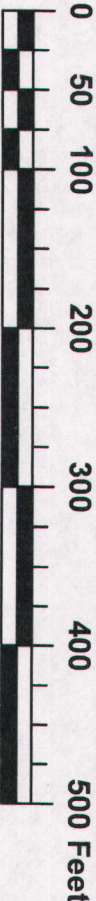
- 1) Disturbance boundaries were generated using GPS field data (1/27/2015) and World Imagery aerial photographs (date unknown).
- 2) Excavations, unmarked roads, and other disturbances visible on aerial photographs are not part of this permit's disturbance.



Tom Fazzio Property Mine

Operations Map

Date Drawn: March 2, 2015



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Mine Name:

Other Agency File Number: S/039/0035

**STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING**

1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECEIVED

APR 08 2015

DIV. OF OIL, GAS & MINING

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Lynn (Aaron) Dennison dba Dennison Excavating** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **S/039/0038** which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling

ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation

obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

Lynn (Aaron) Dennison dba Dennison Excavating
Operator Name

By Lynn (Aaron) Dennison
Authorized Officer (Typed or Printed)

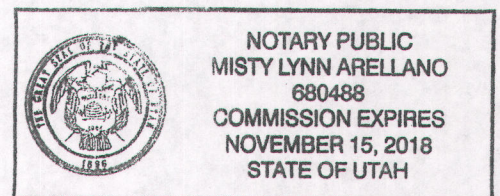
Owner / Operator
Authorized Officer - Position

[Signature] 4-6-2015
Officer's Signature Date

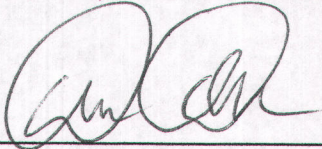
STATE OF Utah)
COUNTY OF Sanpete) ss:

On the 16 day of April, 2015, Lynn (Aaron) Dennison personally appeared before me, who being by me duly sworn did say that he/she is an Owner / Operator (owner, officer, director, partner, agent or other (specify)) of the Operator Lynn (Aaron) Dennison dba Dennison Excavating and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors or as may otherwise be required to execute the same with full authority and to be bound hereby.

Misty Lynn Arellano
Notary Public
Residing at 106 West Main Street
November 15, 2018
My Commission Expires:



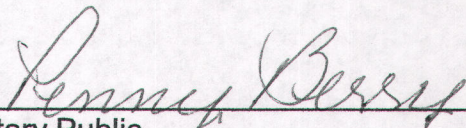
DIVISION OF OIL, GAS AND MINING:

By 
Dana Dean, P.E., Associate Director

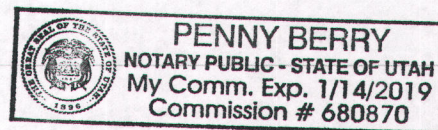
April 14, 2015
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 14 day of April, 2015, Dana Dean
personally appeared before me, who being duly sworn did say that she, the said
Dana Dean is the Associate Director of the Division of Oil, Gas
and Mining, Department of Natural Resources, State of Utah, and she duly acknowl-
edged to me that she executed the foregoing document by authority of law on behalf of
the State of Utah.


Notary Public
Residing at: Salt Lake

1/14/2019
My Commission Expires:



FACT SHEET

Commodity: Landscape boulders

Mine Name: Tom Fassio Property mine

Permit Number: S0390038

County: Sanpete

Disturbed Acres: 1 acre

Operator Name: Lynn (Aaron) Dennison

Operator address: 390 s. 600 e. Mt. Pleasant, UT 84647

Operator telephone: (435) 262-2384

Operator fax: (435) 462-3913

Operator email: dennisontransporting@yahoo.com

Contact: Lynn (Aaron) Dennison

Surety Type: _____

Held by (Bank/BLM): _____

Surety Amount: \$3,000

Surety Account Number: _____

Escalation Year: \$ 2018

Tax ID or Social Security (for cash only): 36-4709179

Surface owner: Tom Fassio

Mineral owner: Tom Fassio

UTU and/or ML number: NA

RECEIVED

MAR 11 2015

DIV. OF OIL, GAS & MINING



Surety Bonds Since 1904

International Fidelity

INSURANCE COMPANY

One Newark Center
Newark, New Jersey 07102
(973) 624-7200

BOND RIDER

To be attached to and form a part of Bond No. BUIFSU0677306

Dated MARCH 12 of 2015

AARON DENNISON DBA DENNISON EXCAVATION, as Principal, and

INTERNATIONAL FIDELITY INSURANCE COMPANY, as Surety, in favor of.....

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES

....., as Obligee.

It is understood and agreed that the bond is changed or revised in the particulars checked below:

☒ Name of Principal changed to:

LYNN AARON DENNISON DBA DENNISON EXCAVATING

☐ Amount of Bond changed from.....

to.....

☐ Other.....

Said bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This bond Rider shall become effective as of MARCH 25, 2015

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed this 25 day of MARCH, 20 15.

INTERNATIONAL FIDELITY INSURANCE COMPANY

By: Valerie Aber

Attorney-in-Fact, VALERIE ABER

STATE OF ARIZONA

COUNTY OF MARICOPA

} SS.

On MARCH 25, 2015, before me, AMIE L. CEFALU

PERSONALLY APPEARED VALERIE ABER, ATTORNEY-IN-FACT

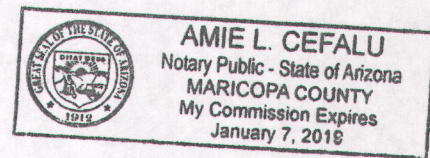
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS my hand and official seal.

Signature

Amie L. Cefalu



This area for Official Notarial Seal

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY

ALLEGHENY CASUALTY COMPANY

THIS POWER OF ATTORNEY IS VOID IF ALTERED OR ERASED, THE OBLIGATION OF THE COMPANY INDIVIDUAL UNDERTAKINGS NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00).

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

VALERIE ABER

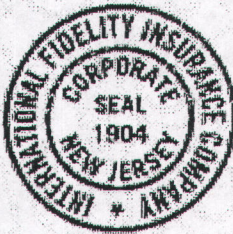
Phoenix, AZ.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 22nd day of July, 2014.



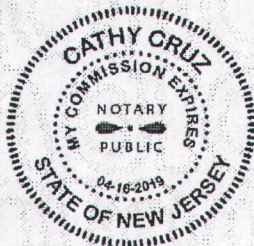
STATE OF NEW JERSEY
County of Essex

Robert W. Minster

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Cathy Cruz

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

25 day of March, 2015

Maria H. Branco

MARIA BRANCO, Assistant Secretary

May 24, 2006

Bond Number BUIFSU0677306
Surety NAIC No. 11592
Permit Number _____
Mine Name _____

ATTACHMENT A
To
RECLAMATION CONTRACT
BETWEEN PRINCIPAL AND DIVISION

RECEIVED
MAR 23 2015
DIV. OF OIL, GAS & MINING

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

THE UTAH MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned AARON DENNISON DBA DENNISON EXCAVATION, as Principal,
a INDIVIDUAL organized under the laws of the State of UTAH and
INTERNATIONAL FIDELITY INSURANCE COMPANY, as Surety, a CORPORATION
organized under the laws of the State of NEW JERSEY, hereby jointly and severally bind ourselves,
our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of
Utah, Division of Oil, Gas and Mining ("Division") and N/A
(other agency, if any) in the penal sum of THREE THOUSAND AND NO/100 DOLLARS
dollars (\$ 3,000.00---).

This Surety Bond is provided to secure the obligations of the Principal, as set forth by the terms
and conditions of the Reclamation Contract, and any addendums thereto, to reclaim lands that will be
affected by mining operations as identified in the Notice of Intention received, or approved if
applicable, by the Division on the 12 day of MARCH, 20 15.

The lands that are covered by this Surety Bond are the Lands Affected by mining
operations as defined and described in the above Notice, and the Mining and
Reclamation Plan if required, subject to terms and conditions of the Reclamation
Contract.

The condition of this obligation is that if the Division determines that Principal has
satisfactorily reclaimed the disturbed lands in accordance with the Mining and Reclamation Plan or
Notice and has faithfully performed all requirements of the Mined Land Reclamation Act, and

complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. Failure of the Principal to fulfill the obligations specified by the Mined Land Reclamation Act and the Rules adopted there under, and in accordance with the specification of the Principal's Mining and Reclamation Plan or Notice, may result in forfeiture of this bond in accordance with the applicable statutes and regulations.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the lands affected, and if the lands are reclaimed in accordance with such Plan or Notice, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond. In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the lands affected or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety. The amount of reclamation surety may also be adjusted as a result of a periodic review by the Division, which shall take into account inflation/deflation based upon an acceptable Costs Index, or at the request of the operator.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Written notice to the Division and Principal as required by this paragraph shall be provided by certified mail or by a courier service that provides proof of delivery by signature of the recipient. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

Surety is licensed to do business in Utah and is rated by A. M. Best as A- or better or rated as having Financial Performance Rating (FPR) of 8 or better, and is listed in the U. S. Department of Treasury's Circular "570." Upon incapacity of the Surety by reason of bankruptcy, insolvency, or suspension or revocation of its license, or upon failure to maintain the A. M. Best or FPR rating and listing on Circular "570", Principal shall be without adequate bond coverage as required by the Division and shall have 120 days after notice to replace the bond with other bonds acceptable to the Division. If the Principal does not replace this surety bond as required, the Division may order cessation of mining operations and commence actions to enforce its rights against the Surety. The Surety's liability shall continue and the Surety will remain fully liable for all reclamation obligations of the Principal incurred until this surety bond is forfeited, or the conditions of this obligation have been satisfied.

Page 3
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number BUIFSU0677306
Surety NAIC No. 11592
Permit Number _____
Mine Name _____

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

AARON DENNISON DBA DENNISON EXCAVATION

Principal (Permittee)

By (Name and Title typed):

Signature

Date

Surety Company

INTERNATIONAL FIDELITY INSURANCE COMPANY

Surety Company Name

VALERIE ABER

Surety Company Officer

ATTORNEY-IN-FACT

Title/Position

Signature

ONE NEWARK CENTER, 20TH FLOOR

Street Address

NEWARK, NJ 07102

City, State, Zip

888-518-8011

Phone Number

03/12/2015

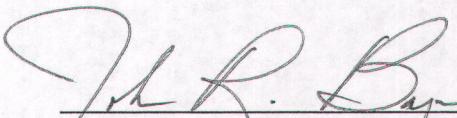
Date

Page 4
MR-SUR
Attachment A
(revised May 24, 2006)

Bond Number BUIFSU0677306
Surety NAIC No. 11592
Permit Number _____
Mine Name _____

SO AGREED this 15th day of April, 20 15.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:



John R. Baza, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

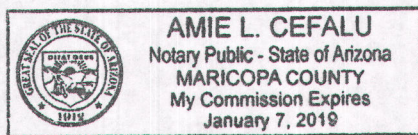
On the 12 day of MARCH, 20 15, VALERIE ABER
personally appeared before me, who being by me duly sworn did say that he/she, the said
VALERIE ABER is the ATTORNEY-IN-FACT of
INTERNATIONAL FIDELITY INSURANCE COMPANY and duly acknowledged that said instrument was signed on behalf
of said company by authority of its bylaws or a resolution of its board of directors and said
VALERIE ABER duly acknowledged to me that said company executed the same, and that
he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized
to execute the same and has complied in all respects with the laws of Utah in reference to becoming
sole surety upon bonds, undertaking and obligations.

Signed: Valerie Aber
Surety Officer

Title: VALERIE ABER, ATTORNEY-IN-FACT

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

Subscribed and sworn to before me this 12 day of MARCH, 20 15.



[Signature]
Notary Public
Residing at: PHOENIX, ARIZONA

My Commission Expires:

JANUARY 7, 2019.

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY

ALLEGHENY CASUALTY COMPANY

THIS POWER OF ATTORNEY IS VOID IF ALTERED OR ERASED, THE OBLIGATION OF THE COMPANY INDIVIDUAL UNDERTAKINGS NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00).

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

VALERIE ABER

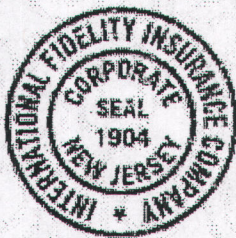
Phoenix, AZ.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under, and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



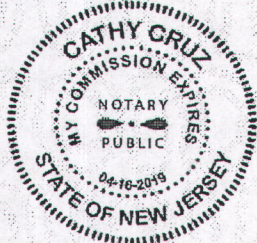
STATE OF NEW JERSEY
County of Essex

Robert W. Minster

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Cathy Cruz

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

12

day of March, 2015

Maria H. Branco

MARIA BRANCO, Assistant Secretary